

EXHIBIT A



CT Corporation
Service of Process Notification
08/30/2022
CT Log Number 542220482

Service of Process Transmittal Summary

TO: James C. Guyon, Senior Litigation Paralegal
Campbell Soup Company
1 CAMPBELL PL
CAMDEN, NJ 08103-1799

RE: Process Served in California

FOR: Pepperidge Farm, Incorporated (Domestic State: CT)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: TONY SHERMAN, an individual vs. PEPPERIDGE FARM, INC.

CASE #: 30202201271192CUWTCJC

PROCESS SERVED ON: C T Corporation System, GLENDALE, CA

DATE/METHOD OF SERVICE: By Process Server on 08/30/2022 at 01:23

JURISDICTION SERVED: California

ACTION ITEMS: CT will retain the current log
Image SOP
Email Notification, James C. Guyon jim_guyon@campbellsoup.com

REGISTERED AGENT CONTACT: C T Corporation System
330 N BRAND BLVD
STE 700
GLENDALE, CA 91203
866-401-8252
EastTeam2@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.



PROCESS SERVER DELIVERY DETAILS

Date: Tue, Aug 30, 2022
Server Name: DROP SERVICE

Entity Served	PEPPERIDGE FARM INC
Case Number	30202201271192CUWTCJC
Jurisdiction	CA

Inserts		



Electronically Filed by Superior Court of California, County of Orange, 07/21/2022 10:53:42 AM.
30-2022-01271192-CU-WT-CJC - ROA # 4 - DAVID H. YAMASAKI, Clerk of the Court By K. Trent, Deputy Clerk.

SUM-100

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT: PEPPERIDGE FARM, INC., a Connecticut
(AVISO AL DEMANDADO): Corporation; AND DOES 1-50, inclusive

YOU ARE BEING SUED BY PLAINTIFF: TONY SHERMAN, an individual
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):
Superior Court of California, County of Orange
700 Civic Center Drive West
Santa Ana, California 92701

CASE NUMBER: 30-2022-01271192-CU-WT-CJC
(Número del Caso):
Judge Melissa R. McCormick

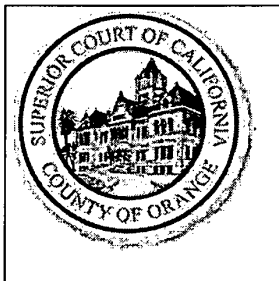
The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Sessions & Kimball LLP
23456 Madero, Suite 170, Mission Viejo, CA 92691

DATE: 07/21/2022
(Fecha) DAVID H. YAMASAKI, Clerk of the Court

Clerk, by (Secretario)  Deputy (Adjunto) (949) 380-0900

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)). K. Trent



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify):

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

4. ☒ by personal delivery on (date):

SUMMONS

Electronically Filed by Superior Court of California, County of Orange, 07/26/2022 01:02:00 PM.
30-2022-01271192-CU-WT-CJC - ROA # 13 - DAVID H. YAMASAKI, Clerk of the Court By R. Baker, Deputy Clerk

SESSIONS & KIMBALL LLP

Larry Herrera, State Bar No. 278315
23456 Madero, Suite 170
Mission Viejo, California 92691
Tel: (949) 380-0900
Fax: (949) 380-8283
Attorneys for Plaintiff
TONY SHERMAN

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

TONY SHERMAN, an individual,	)	Case No: 30-2022-01271192-CU-WT-CJC
)	
Plaintiff,	)	FIRST AMENDED COMPLAINT
	)	1) Whistleblower Retaliation (Lab. Code
v.	)	§1102.5);
	)	2) Breach of Implied Covenant of Good
PEPPERIDGE FARM, INC., a Connecticut	)	Faith and Fair Dealing;
Corporation; AND DOES 1-50, inclusive,	)	3) Breach of Contract;
	)	4) Retaliation for Engaging in Protected
Defendants.	)	Activity;
	)	5) Breach of Contract

JURY TRIAL DEMANDED

Plaintiff TONY SHERMAN hereby complains and alleges as follows:

PRELIMINARY ALLEGATIONS

1. The amount in controversy is in excess of the minimum jurisdiction of this court.
2. Plaintiff TONY SHERMAN ("SHERMAN") is an individual residing in the State of California, County of Orange.
3. Defendant Pepperidge Farm, Inc ("PEPPERIDGE") is a Connecticut corporation doing business in California, headquartered at 595 Westport Ave, Norwalk, CT 06851.
4. The true names and capacities of DEFENDANT DOES 1 through 50 inclusive, whether individual, corporate, associate, or otherwise, are unknown to SHERMAN, who therefore sues such DEFENDANTS by fictitious names pursuant to Code of Civil Procedure § 474. SHERMAN will amend the Complaint to show their true names and capacities once they have been ascertained. DEFENDANTS PEPPERIDGE FARM, Inc., and DOES 1-50 are

hereafter collectively referred to as DEFENDANTS.

5. SHERMAN is further informed and believes, and thereon alleges, that each of the fictitiously named DEFENDANT DOES is responsible in some manner for the occurrences herein alleged, and that SHERMAN's injuries and damages as alleged herein were proximately caused by their conduct.

6. SHERMAN is informed and believes, and thereon alleges, that DEFENDANTS and DEFENDANT DOES, and each of them, at all relevant times herein were the agents, employees, servants, joint venturers, alter egos, parents, subsidiaries, management companies, holding companies, directors, fiduciaries, representatives, and/or co-conspirators of each of the remaining DEFENDANTS and DEFENDANT DOES. DEFENDANTS and DEFENDANT DOES, in doing the things hereinafter alleged, were acting within the course and scope of such relationships and are responsible in some manner for the occurrences herein alleged and, as a proximate cause, of SHERMAN's damages as herein alleged.

FACTUAL BACKGROUND

7. In or about 1991, SHERMAN invested in a standard PEPPERIDGE consignment contract.

8. For decades, SHERMAN provided PEPPERIDGE consigned products directly to accounts within his exclusive sales territory. SHERMAN opened a business named Fun Stuff Foods, Inc., for which he used to conduct his duties for PEPPERIDGE as a PEPPERIDGE distributor.

9. In or around 2017, SHERMAN was elected President of the Pepperidge Owners Association of America (hereinafter "POAA"), which is the national trade association comprised of Pepperidge Farm distributors.

10. In or around 2019, several individuals from several states including California, Illinois, and Massachusetts sued PEPPERIDGE to address the misclassification of POAA members as independent contractors.

11. SHERMAN and POAA aggressively worked to make POAA members aware of the employment misclassification class action lawsuits against PEPPERIDGE.

1 12. In or around January 2020, following a proposed consolidated settlement
2 agreement being reached between PEPPERIDGE and the counsel for the class representatives,
3 SHERMAN objected to the proposed consolidated class settlement.

4 13. SHERMAN objected to the settlement agreement and continued to inform current
5 and former class members that the settlement agreement drafted by PEPPERIDGE contained
6 substantially more than a specific release of wage-related claims, because the proposed
7 settlement would also result in the material alterations of existing contract rights. PEPPERIDGE
8 had forced these terms into a proposed settlement agreement, despite these terms having not
9 been discussed or negotiated.

10 14. In or around June 2021, SHERMAN objected to an updated settlement agreement
11 once again. The updated settlement agreement would again force changes to existing contracts
12 between PEPPERIDGE and POAA members in a way that was adverse to POAA members.

13 15. SHERMAN was the most vocal voice amongst distributors in objecting to the
14 settlement agreement and encouraging class members to seek independent counsel to review the
15 settlement agreement and object to it as well.

16 16. As a result, PEPPERIDGE began to retaliate against SHERMAN for his
17 objection.

18 17. On or around June 3, 2021, after SHERMAN's objection to the settlement
19 agreement, PEPPERIDGE notified SHERMAN of alleged misconduct that he engaged in at
20 Target store 2304 in May of 2021 before his objection.

21 18. On or around June 14, 2021, SHERMAN provided PEPPERIDGE a response,
22 denying any wrongdoing.

23 19. In addition, SHERMAN notified PEPPERIDGE that he had already taken
24 remedial measures by having one of his employees make all deliveries to this Target so
25 SHERMAN would never have to enter that store again.

26 20. On or around July 7, 2021, PEPPERIDGE demanded SHERMAN to describe
27 once again his role in the alleged wrongdoing at Target 2304.

28 21. Once again SHERMAN denied any wrongdoing and informed PEPPERIDGE

1 once again that he had took remedial measures so SHERMAN would never have to enter that
2 Target again.

3 22. On or around July 21, 2021, PEPPERIDGE terminated SHERMAN's contract
4 (through Fun Stuff Foods, Inc.) less than a week before the Final Approval Hearing for the
5 proposed consolidated class settlement.

6 23. PEPPERIDGE seemed to have no issue with SHERMAN's interaction with the
7 Target employees until after SHERMAN's final objection to the settlement.

8 24. PEPPERIDGE retaliated against SHERMAN by terminating his employment
9 because of SHERMAN's role as POAA President and leading objector to the proposed
10 settlement.

11 25. At all times relevant hereto, SHERMAN was misclassified as an independent
12 contractor of PEPPERIDGE when he should have been classified as an employee.

13 26. After terminating SHERMAN, PEPPERIDGE exercised its right to sell
14 SHERMAN's business, Fun Stuff Foods, Inc.

15 27. Pursuant to the contract that SHERMAN had with PEPPERIDGE, PEPPERIDGE
16 was to give SHERMAN a specific value for the sale of Fun Stuff Foods, Inc. This value was to
17 be calculated based on Fun Stuff Inc. sales over a specific period of time, and a specific
18 multiplier.

19 28. PEPPERIDGE did not apply this formula properly, and accordingly provided
20 SHERMAN with substantially less than the contractual amount that PEPPERIDGE was
21 supposed to give SHERMAN for the sale of Fun Stuff Foods, Inc.

22
23 **FIRST CAUSE OF ACTION**
24 **Whistleblower Retaliation**
(Violations of Lab. Code §1102.5)
25 **[Against All Defendants]**

26 29. SHERMAN realleges and hereby incorporates by reference the allegations of
27 paragraphs 1 through 28, inclusive, with the same force and effect as if said paragraphs were
28 fully set forth herein.

1 30. At all times material hereto, SHERMAN was an employee protected by Labor
2 Code § 1102.5(b), which prohibits whistleblower retaliation.

3 31. At all times material hereto, PEPPERIDGE and DEFENDANT DOES were
4 employers within the meaning of California Labor Code §1132.2., and as such were prohibited
5 from engaging in whistleblower retaliation.

6 32. Employees with PEPPERIDGE who had authority over SHERMAN and could
7 investigate his complaints, knew that SHERMAN made complaints that PEPPERIDGE was
8 attempting to breach existing contracts by forcing terms onto the aforementioned settlement
9 agreement that invalidated the existing contracts.

10 33. SHERMAN had reasonable cause to believe that the information he disclosed
11 evidenced a violation of applicable laws and PEPPERIDGE's policies.

12 34. PEPPERIDGE and DEFENDANT DOES retaliated against SHERMAN by
13 terminating his employment after his objection to the proposed settlement agreement.

14 35. SHERMAN'S disclosure of information was a contributing factor in
15 PEPPERIDGE's, and DEFENDANT DOES decision to subject SHERMAN to the adverse
16 employment actions.

17 36. As a direct, foreseeable and proximate result of PEPPERIDGE's and
18 DEFENDANT DOES and each of their behaviors, SHERMAN has suffered, and continues to
19 suffer, substantial losses in past and future earnings, bonuses, deferred compensation and other
20 employment benefits, all to SHERMAN's damage in an amount according to proof at trial.

21 37. As a further direct, foreseeable and proximate result of PEPPERIDGE's and
22 DEFENDANT DOES and each of their behaviors, SHERMAN has suffered and incurred, and is
23 presently suffering and incurring, serious harm and damage to SHERMAN's personal and
24 professional reputation and credibility all the SHERMAN's damage in an amount according to
25 proof at trial.

26 38. As a result of further direct, foreseeable and proximate result of PEPPERIDGE's
27 and DEFENDANT DOES and each of their behaviors, SHERMAN has suffered, and continues
28 to suffer, severe and lasting embarrassment, humiliation, mental anguish and emotional distress,

1 and incidental and consequential damages and expenses, all to SHERMAN's damage in an
2 amount according to proof at trial.

3 39. SHERMAN is informed and believes, and thereon alleges, that PEPPERIDGE's
4 and DEFENDANT DOES committed the acts described herein deliberately, callously,
5 maliciously, fraudulently and in an oppressive manner intended to injure SHERMAN and that
6 such improper motives amounted to malice and a conscious disregard of SHERMAN's rights as
7 set forth herein. In doing the acts as herein alleged, the manager was acting pursuant to the
8 authorization of PEPPERIDGE and DEFENDANT DOES. An award of punitive damages
9 against PEPPERIDGE's and DEFENDANT DOES is therefore warranted.

10 40. As a result of the retaliatory conduct of PEPPERIDGE's and DEFENDANT
11 DOES and each of them, as alleged herein, SHERMAN is entitled to costs of suit, including
12 reasonable attorney's fees, pursuant to Labor Code § 1021.5, in according to proof at trial.

13
14 **SECOND CAUSE OF ACTION**

15 **Breach of Implied Covenant of Good Faith and Fair Dealing**
16 **[Against All Defendants]**

17 41. SHERMAN repeats and realleges each and every allegation contained in paragraphs
18 1 through 40, inclusive, and incorporates the same by reference as if fully set forth herein.

19 42. At all times material herein, SHERMAN was employed by PEPPERIDGE and
20 DEFENDANT DOES.

21 43. SHERMAN entered into a contract with PEPPERIDGE that listed 15 categories
22 which PEPPERIDGE can rely on as a lawful basis for terminating the contract between
23 SHERMAN and PEPPERIDGE.

24 44. SHERMAN satisfied all his responsibilities under his contract. However,
25 PEPPERIDGE and DEFENDANT DOES retaliated against SHERMAN for his complaints about
26 being misclassified, and because SHERMAN pointed out that the proposed settlement agreement
27 contained a number of terms that PEPPERIDGE and DEFENDANT DOES tried to force into the
28 agreement that would have breached contracts that POAA members had with PEPPERIDGE and
caused them lose their protections.

1 45. PEPPERIDGE's reason which they are relying upon as a justification for
2 terminating SHERMAN does not rise to the level mentioned in any of the 15 categories listed in
3 the contract.

4 46. PEPPERIDGE and DEFENDANT DOES interpreted the terms of the contract in
5 bad-faith, in order to terminate SHERMAN despite SHERMAN having not engaged in any
6 conduct that would give PEPPERIDGE the right to terminate SHERMAN.

7 47. PEPPERIDGE's and DEFENDANT DOES actions were a substantial factor in
8 causing SHERMAN's harm.

9 48. As a direct, foreseeable and proximate result of PEPPERIDGE's and
10 DEFENDANT DOES behavior, SHERMAN has suffered, and continues to suffer, substantial
11 losses in past income, bonuses, deferred compensation, and other employment benefits, all to
12 SHERMAN's damage in an amount according to proof at trial.

13 49. SHERMAN is informed and believes, and thereon alleges, that PEPPERIDGE's
14 and DEFENDANT DOES committed the acts described herein deliberately, callously,
15 maliciously, fraudulently and in an oppressive manner intended to injure SHERMAN and that
16 such improper motives amounted to malice and a conscious disregard of SHERMAN's rights. An
17 award of punitive damages against PEPPERIDGE and DEFENDANT DOES is therefore
18 warranted.

19
20 **THIRD CAUSE OF ACTION**
21 **Breach of Contract**
[Against All Defendants]

22 50. SHERMAN repeats and realleges each and every allegation contained in paragraphs
23 1 through 49, inclusive, and incorporates the same by reference as if fully set forth herein.

24 51. SHERMAN entered into a contract with PEPPERIDGE and DEFENDANT DOES
25 that listed 15 categories which PEPPERIDGE can rely on as a lawful basis for terminating the
26 contract between SHERMAN and PEPPERIDGE.

27 52. PEPPERIDGE's reason which they are relying upon as a justification for
28 terminating SHERMAN does not rise to the level mentioned in any of the 15 categories listed in

1 the contract.

2 53. PEPPERIDGE terminated SHERMAN in breach of the contract SHERMAN had
3 with PEPPERIDGE.

4 54. PEPPERIDGE's and DEFENDANT DOES breach of contract was a substantial
5 factor in causing SHERMAN's harm.

6 55. As a direct, foreseeable and proximate result of PEPPERIDGE's and
7 DEFENDANT DOES, and each of their behaviors, SHERMAN has suffered damages.

8 56. SHERMAN further requests reasonable attorney fees pursuant to the terms of the
9 contract.

10
11 **FOURTH CAUSE OF ACTION**
12 **Retaliation for Engaging in Protected Activity**
13 **(Violation of Lab. Code §98.6)**
14 **[Against all DEFENDANTS]**

15 57. SHERMAN repeats and realleges each and every allegation contained in paragraphs
16 1 through 56, inclusive, and incorporates the same by reference as if fully set forth herein.

17 58. At all times relevant to this Complaint, SHERMAN was employed by
18 PEPPERIDGE's, and DEFENDANT DOES and covered by California Labor Code section 98.6
19 anti-retaliation provisions, which prohibit an employer from retaliating against employees who
20 report what they reasonably believe to be unlawful business practices.

21 59. Specifically, California Labor Code section 98.6 provides that:

22 (a) A person shall not discharge an employee or in any manner discriminate,
23 retaliate, or take any adverse action against any employee ... because the
24 employee ... engaged in any conduct delineated in this ... or because the
25 employee ... has ... made a written or oral complaint that he or she is owed
26 unpaid wages, or ... because of the exercise by the employee ... on behalf of
27 himself, herself, or others of any rights afforded him or her.

28 (b)(3) In addition to other remedies available, an employer who violates this
section is liable for a civil penalty not exceeding ten thousand dollars (\$10,000)
per employee for each violation of this section, to be awarded to the employee or
employees who suffered the violation.

60. As alleged above, SHERMAN engaged in acts protected by this public policy

1 including, but not limited to, complaining about being misclassified as an independent contractor,
2 objecting to the proposed settlement agreement, encouraging fellow POAA members to opt out
3 and/or seek legal counsel to review the settlement agreement and assert their rights.

4 61. SHERMAN's protected conduct described above was a substantial motivating
5 factor in PEPPERIDGE and DEFENDANT DOES' decision to terminate SHERMAN.

6 62. SHERMAN is informed and believes and thereon alleges that PEPPERIDGE and
7 DEFENDANT DOES knew or should have known that their retaliatory conduct was unlawful.
8 SHERMAN is further informed and believes and thereon alleges that PEPPERIDGE's and
9 DEFENDANT DOES conduct outlined above was intentional and deliberately retaliatory and
10 was engaged in out of animus for SHERMAN and for the purpose of injuring SHERMAN
11 because of his protected activity.

12 63. PEPPERIDGE's and DEFENDANT DOES conduct was a substantial factor in
13 causing SHERMAN's harm, namely that SHERMAN was forced to suffer, among other injuries,
14 lost wages and other compensation, benefits, physical and emotional distress including
15 nervousness, humiliation, depression, anguish, embarrassment, fright, shock, pain, discomfort and
16 anxiety, and other pecuniary loss, thus causing SHERMAN damages in an amount according to
17 proof at trial, in excess of the minimum for unlimited jurisdiction of this Court.

18 64. Pursuant to California Labor Code section 1021.5, SHERMAN is entitled to
19 reasonable attorney's fees and costs of suit.

20 65. Further, and because the wrongful acts were carried out by PEPPERIDGE's and
21 DEFENDANT DOES employees and managing agents, and encouraged or assisted by
22 PEPPERIDGE, PEPPERIDGE acted with oppressive, fraudulent, or malicious intent, and
23 exhibited a deliberate disregard for the rights and safety of SHERMAN in that they retaliated
24 against SHERMAN for his complaints about perceived violations of California law and the
25 California Labor Code. Accordingly, SHERMAN is entitled to punitive damages, pursuant to
26 California Civil Code section 3294, so as to punish PEPPERIDGE and DEFENDANT DOES and
27 deter it from similar conduct in the future.

28

FIFTH CAUSE OF ACTION

Breach of Contract

[Against All Defendants]

66. SHERMAN repeats and realleges each and every allegation contained in paragraphs 1 through 65, inclusive, and incorporates the same by reference as if fully set forth herein.

67. SHERMAN entered into a contract with PEPPERIDGE that gave PEPPERIDGE the right to sell SHERMAN's business Fun Stuff Foods, Inc.

68. Pursuant to the terms of the contract, should PEPPERIDGE force a sale of Fun Stuff Foods, Inc., they were contractually bound to give SHERMAN an amount of money based on previous sales for Fun Stuff Foods, Inc. as well as a specific multiplier.

69. PEPPERIDGE elected to force a sale of Fun Stuff Foods, Inc., but from this sale, PEPPERIDGE gave SHERMAN substantially less than the amount that PEPPERIDGE was contractually bound to give SHERMAN from the sale.

70. In addition, SHERMAN was required to obtain representation to obtain remuneration for a Costco account which PEPPERIDGE chose not to compensate SHERMAN for.

71. PEPPERIDGE's and DEFENDANT DOES breach of contract was a substantial factor in causing SHERMAN's harm.

72. As a direct, foreseeable and proximate result of PEPPERIDGE's and DEFENDANT DOES, and each of their behaviors, SHERMAN has suffered damages.

73. SHERMAN further requests reasonable attorney fees pursuant to the terms of the contract.

PRAYER FOR RELIEF

WHEREFORE, SHERMAN demands judgment against PEPPERIDGE and DEFENDANT DOES, and their agents and employees as follows:

1. Actual damages, including loss of past earnings, bonuses, deferred compensation, and other employment benefits in an amount according to proof at time of trial;
2. General and special damages, including, but not limited to, pain and suffering,

1 emotional distress, loss of reputation and medical expenses, in an amount according to proof at
2 time of trial;

3 3. Consequential and incidental damages and expenses, in an amount according to
4 proof at time of trial;

5 4. Pre-judgment and post-judgment interest, at the prevailing legal rate;

6 5. As to the First, Second, and Fourth Causes of Action, for punitive damages in an
7 amount appropriate to punish DEFENDANTS for their wrongful conduct and set an example for
8 others;

9 6. As to the First Cause of Action, for attorney's fees pursuant to Code of Civil
10 Procedure § 1021.5;

11 7. As to the Third and Fifth Cause of Action, for reasonable attorney fees pursuant
12 to the terms of the employment contract;

13 8. For costs of suit incurred herein; and

14 9. For such other and further relief as the Court may deem just, proper and equitable.
15

16 DATED: July 26, 2022

SESSIONS & KIMBALL LLP

17
18
19 By: 

20 LARRY HERRERA
21 Attorney for plaintiff
22 TONY SHERMAN
23
24
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JURY TRIAL DEMAND

Plaintiff TONY SHERMAN hereby makes a demand for her constitutional right to trial
by jury for all triable issues in the above-titled action.

DATED: July 26, 2022

SESSIONS & KIMBALL LLP

By: _____


LARRY HERRERA
Attorney for plaintiff
TONY SHERMAN

Electronically Filed by Superior Court of California, County of Orange, 07/21/2022 10:53:42 AM.
30-2022-01271192-CU-WT-CJC - ROA # 2 - DAVID H. YAMASAKI, Clerk of the Court By K. Trent, Deputy Clerk.

SESSIONS & KIMBALL LLP

Larry Herrera, State Bar No. 278315
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Tel: (949) 380-0900
Fax: (949) 380-8283
Attorneys for Plaintiff
TONY SHERMAN

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

TONY SHERMAN, an individual,	)	Case No: 30-2022-01271192-CU-WT-CJC
)	
Plaintiff,	)	COMPLAINT FOR:
	)	1) Whistleblower Retaliation (Lab. Code
v.	)	§1102.5);
	)	2) Breach of Implied Covenant of Good
PEPPERIDGE FARM, INC., a Connecticut	)	Faith and Fair Dealing;
Corporation; AND DOES 1-50, inclusive,	)	3) Breach of Contract;
	)	4) Retaliation for Engaging in Protected
Defendants.	)	Activity;
	)	5) Breach of Contract

JURY TRIAL DEMANDED

Assigned for All Purposes

Judge Melissa R. McCormick

Plaintiff TONY SHERMAN hereby complains and alleges as follows:

PRELIMINARY ALLEGATIONS

1. The amount in controversy is in excess of the minimum jurisdiction of this court.
2. Plaintiff TONY SHERMAN ("SHERMAN") is an individual residing in the State of California, County of Orange.
3. Defendant Pepperidge Farm, Inc ("PEPPERIDGE") is a Connecticut corporation doing business in California, headquartered at 595 Westport Ave, Norwalk, CT 06851.
4. The true names and capacities of DEFENDANT DOES 1 through 50 inclusive, whether individual, corporate, associate, or otherwise, are unknown to SHERMAN, who therefore sues such DEFENDANTS by fictitious names pursuant to Code of Civil Procedure § 474. SHERMAN will amend the Complaint to show their true names and capacities once they have been ascertained. DEFENDANTS PEPPERIDGE FARM, Inc., and DOES 1-50 are

hereafter collectively referred to as DEFENDANTS.

5. SHERMAN is further informed and believes, and thereon alleges, that each of the fictitiously named DEFENDANT DOES is responsible in some manner for the occurrences herein alleged, and that SHERMAN's injuries and damages as alleged herein were proximately caused by their conduct.

6. SHERMAN is informed and believes, and thereon alleges, that DEFENDANTS and DEFENDANT DOES, and each of them, at all relevant times herein were the agents, employees, servants, joint venturers, alter egos, parents, subsidiaries, management companies, holding companies, directors, fiduciaries, representatives, and/or co-conspirators of each of the remaining DEFENDANTS and DEFENDANT DOES. DEFENDANTS and DEFENDANT DOES, in doing the things hereinafter alleged, were acting within the course and scope of such relationships and are responsible in some manner for the occurrences herein alleged and, as a proximate cause, of SHERMAN's damages as herein alleged.

FACTUAL BACKGROUND

7. In or about 1991, SHERMAN invested in a standard PEPPERIDGE consignment contract.

8. For decades, SHERMAN provided PEPPERIDGE consigned products directly to accounts within his exclusive sales territory. As required by PEPPERIDGE, SHERMAN opened a business named Fun Stuff Foods, Inc., for which he used to conduct his duties for PEPPERIDGE as a PEPPERIDGE distributor.

9. In or around 2017, SHERMAN was elected President of the Pepperidge Owners Association of America (hereinafter "POAA"), which is the national trade association comprised of Pepperidge Farm distributors.

10. In or around 2019, SHERMAN and several individuals from several states including California, Illinois, and Massachusetts sued PEPPERIDGE to address the misclassification of POAA members as independent contractors.

11. SHERMAN and POAA aggressively worked to make POAA members aware of the employment misclassification class action lawsuits against PEPPERIDGE.

1 12. In or around January 2020, following a proposed consolidated settlement
2 agreement being reached between PEPPERIDGE and the counsel for the class representatives,
3 SHERMAN objected to the proposed consolidated class settlement.

4 13. SHERMAN objected to the settlement agreement and continued to inform absent
5 class members that the settlement agreement drafted by PEPPERIDGE contained substantially
6 more than a specific release of wage-related claims, because the proposed settlement would also
7 result in the material alterations of existing contract rights. PEPPERIDGE had forced these
8 terms into a proposed settlement agreement, despite these terms having not been discussed or
9 negotiated.

10 14. In or around June 2021, SHERMAN objected to an updated settlement agreement
11 once again. The updated settlement agreement would again force changes to existing contracts
12 between PEPPERIDGE and POAA members in a way that was adverse to POAA members.

13 15. SHERMAN was the most vocal voice amongst distributors in objecting to the
14 settlement agreement and encouraging class members to seek independent counsel to review the
15 settlement agreement and likely opt out of the agreement.

16 16. As a result, PEPPERIDGE began to retaliate against SHERMAN for his
17 objection.

18 17. On or around June 3, 2021, after SHERMAN's objection to the settlement
19 agreement, PEPPERIDGE notified SHERMAN of alleged misconduct that he engaged in at
20 Target store 2304 in May of 2021 before his objection.

21 18. On or around June 14, 2021, SHERMAN provided PEPPERIDGE a response,
22 denying any wrongdoing.

23 19. In addition, SHERMAN notified PEPPERIDGE that he had already taken
24 remedial measures by having one of his employees make all deliveries to this Target so
25 SHERMAN would never have to enter that store again.

26 20. On or around July 7, 2021, PEPPERIDGE demanded SHERMAN to describe
27 once again his role in the alleged wrongdoing at Target 2304.

28 21. Once again SHERMAN denied any wrongdoing and informed PEPPERIDGE

1 once again that he had took remedial measures so SHERMAN would never have to enter that
2 Target again.

3 22. On or around July 21, 2021, PEPPERIDGE terminated SHERMAN's contract
4 (through Fun Stuff Foods, Inc.) less than a week before the Final Approval Hearing for the
5 proposed consolidated class settlement.

6 23. PEPPERIDGE seemed to have no issue with SHERMAN's interaction with the
7 Target employees until after SHERMAN's final objection to the settlement.

8 24. PEPPERIDGE retaliated against SHERMAN by terminating his employment
9 because of SHERMAN's role as POAA President and leading objector to the proposed
10 settlement.

11 25. At all times relevant hereto, SHERMAN was misclassified as an independent
12 contractor of PEPPERIDGE when he should have been classified as an employee.

13 26. After terminating SHERMAN, PEPPERIDGE exercised its right to sell
14 SHERMAN's business, Fun Stuff Foods, Inc.

15 27. Pursuant to the contract that SHERMAN had with PEPPERIDGE, PEPPERIDGE
16 was to give SHERMAN a specific value for the sale of Fun Stuff Foods, Inc. This value was to
17 be calculated based on Fun Stuff Inc. sales over a specific period of time, and a specific
18 multiplier.

19 28. PEPPERIDGE did not apply this formula properly, and accordingly provided
20 SHERMAN with substantially less than the contractual amount that PEPPERIDGE was supposed
21 to give SHERMAN for the sale of Fun Stuff Foods, Inc.

22
23 **FIRST CAUSE OF ACTION**
24 **Whistleblower Retaliation**
(Violations of Lab. Code §1102.5)
25 **[Against All Defendants]**

26 29. SHERMAN realleges and hereby incorporates by reference the allegations of
27 paragraphs 1 through 28, inclusive, with the same force and effect as if said paragraphs were
28 fully set forth herein.

1 30. At all times material hereto, SHERMAN was an employee protected by Labor
2 Code § 1102.5(b), which prohibits whistleblower retaliation.

3 31. At all times material hereto, PEPPERIDGE and DEFENDANT DOES were
4 employers within the meaning of California Labor Code §1132.2., and as such were prohibited
5 from engaging in whistleblower retaliation.

6 32. Employees with PEPPERIDGE who had authority over SHERMAN and could
7 investigate his complaints, knew that SHERMAN made complaints that PEPPERIDGE was
8 attempting to breach existing contracts by forcing terms onto the aforementioned settlement
9 agreement that invalidated the existing contracts.

10 33. SHERMAN had reasonable cause to believe that the information he disclosed
11 evidenced a violation of applicable laws and PEPPERIDGE's policies.

12 34. PEPPERIDGE and DEFENDANT DOES retaliated against SHERMAN by
13 terminating his employment after his objection to the proposed settlement agreement.

14 35. SHERMAN'S disclosure of information was a contributing factor in
15 PEPPERIDGE's, and DEFENDANT DOES decision to subject SHERMAN to the adverse
16 employment actions.

17 36. As a direct, foreseeable and proximate result of PEPPERIDGE's and
18 DEFENDANT DOES and each of their behaviors, SHERMAN has suffered, and continues to
19 suffer, substantial losses in past and future earnings, bonuses, deferred compensation and other
20 employment benefits, all to SHERMAN's damage in an amount according to proof at trial.

21 37. As a further direct, foreseeable and proximate result of PEPPERIDGE's and
22 DEFENDANT DOES and each of their behaviors, SHERMAN has suffered and incurred, and is
23 presently suffering and incurring, serious harm and damage to SHERMAN's personal and
24 professional reputation and credibility all the SHERMAN's damage in an amount according to
25 proof at trial.

26 38. As a result of further direct, foreseeable and proximate result of PEPPERIDGE's
27 and DEFENDANT DOES and each of their behaviors, SHERMAN has suffered, and continues
28 to suffer, severe and lasting embarrassment, humiliation, mental anguish and emotional distress,

1 and incidental and consequential damages and expenses, all to SHERMAN's damage in an
2 amount according to proof at trial.

3 39. SHERMAN is informed and believes, and thereon alleges, that PEPPERIDGE's
4 and DEFENDANT DOES committed the acts described herein deliberately, callously,
5 maliciously, fraudulently and in an oppressive manner intended to injure SHERMAN and that
6 such improper motives amounted to malice and a conscious disregard of SHERMAN's rights as
7 set forth herein. In doing the acts as herein alleged, the manager was acting pursuant to the
8 authorization of PEPPERIDGE and DEFENDANT DOES. An award of punitive damages
9 against PEPPERIDGE's and DEFENDANT DOES is therefore warranted.

10 40. As a result of the retaliatory conduct of PEPPERIDGE's and DEFENDANT
11 DOES and each of them, as alleged herein, SHERMAN is entitled to costs of suit, including
12 reasonable attorney's fees, pursuant to Labor Code § 1021.5, in according to proof at trial.

13
14 **SECOND CAUSE OF ACTION**

15 **Breach of Implied Covenant of Good Faith and Fair Dealing**
16 **[Against All Defendants]**

17 41. SHERMAN repeats and realleges each and every allegation contained in paragraphs
18 1 through 40, inclusive, and incorporates the same by reference as if fully set forth herein.

19 42. At all times material herein, SHERMAN was employed by PEPPERIDGE and
20 DEFENDANT DOES.

21 43. SHERMAN entered into a contract with PEPPERIDGE that listed 15 categories
22 which PEPPERIDGE can rely on as a lawful basis for terminating the contract between
23 SHERMAN and PEPPERIDGE.

24 44. SHERMAN satisfied all his responsibilities under his contract. However,
25 PEPPERIDGE and DEFENDANT DOES retaliated against SHERMAN for his complaints about
26 being misclassified, and because SHERMAN pointed out that the proposed settlement agreement
27 contained a number of terms that PEPPERIDGE and DEFENDANT DOES tried to force into the
28 agreement that would have breached contracts that POAA members had with PEPPERIDGE.

45. PEPPERIDGE's reason which they are relying upon as a justification for

1 terminating SHERMAN does not rise to the level mentioned in any of the 15 categories listed in
2 the contract.

3 46. PEPPERIDGE and DEFENDANT DOES interpreted the terms of the contract in
4 bad-faith, in order to terminate SHERMAN despite SHERMAN having not engaged in any
5 conduct that would give PEPPERIDGE the right to terminate SHERMAN.

6 47. PEPPERIDGE's and DEFENDANT DOES actions were a substantial factor in
7 causing SHERMAN's harm.

8 48. As a direct, foreseeable and proximate result of PEPPERIDGE's and
9 DEFENDANT DOES behavior, SHERMAN has suffered, and continues to suffer, substantial
10 losses in past income, bonuses, deferred compensation, and other employment benefits, all to
11 SHERMAN's damage in an amount according to proof at trial.

12 49. SHERMAN is informed and believes, and thereon alleges, that PEPPERIDGE's
13 and DEFENDANT DOES committed the acts described herein deliberately, callously,
14 maliciously, fraudulently and in an oppressive manner intended to injure SHERMAN and that
15 such improper motives amounted to malice and a conscious disregard of SHERMAN's rights. An
16 award of punitive damages against PEPPERIDGE and DEFENDANT DOES is therefore
17 warranted.

18
19 **THIRD CAUSE OF ACTION**

20 **Breach of Contract
[Against All Defendants]**

21 50. SHERMAN repeats and realleges each and every allegation contained in paragraphs
22 1 through 49, inclusive, and incorporates the same by reference as if fully set forth herein.

23 51. SHERMAN entered into a contract with PEPPERIDGE and DEFENDANT DOES
24 that listed 15 categories which PEPPERIDGE can rely on as a lawful basis for terminating the
25 contract between SHERMAN and PEPPERIDGE.

26 52. PEPPERIDGE's reason which they are relying upon as a justification for
27 terminating SHERMAN does not rise to the level mentioned in any of the 15 categories listed in
28 the contract.

1 53. PEPPERIDGE terminated SHERMAN in breach of the contract SHERMAN had
2 with PEPPERIDGE.

3 54. PEPPERIDGE's and DEFENDANT DOES breach of contract was a substantial
4 factor in causing SHERMAN's harm.

5 55. As a direct, foreseeable and proximate result of PEPPERIDGE's and
6 DEFENDANT DOES, and each of their behaviors, SHERMAN has suffered damages.

7 56. SHERMAN further requests reasonable attorney fees pursuant to the terms of the
8 contract.

9
10 **FOURTH CAUSE OF ACTION**
11 **Retaliation for Engaging in Protected Activity**
12 **(Violation of Lab. Code §98.6)**
13 **[Against all DEFENDANTS]**

14 57. SHERMAN repeats and realleges each and every allegation contained in paragraphs
15 1 through 56, inclusive, and incorporates the same by reference as if fully set forth herein.

16 58. At all times relevant to this Complaint, SHERMAN was employed by
17 PEPPERIDGE's, and DEFENDANT DOES and covered by California Labor Code section 98.6
18 anti-retaliation provisions, which prohibit an employer from retaliating against employees who
19 report what they reasonably believe to be unlawful business practices.

20 59. Specifically, California Labor Code section 98.6 provides that:

21 (a) A person shall not discharge an employee or in any manner discriminate,
22 retaliate, or take any adverse action against any employee ... because the
23 employee ...engaged in any conduct delineated in this ... or because the
24 employee ... has ... made a written or oral complaint that he or she is owed
25 unpaid wages, or ... because of the exercise by the employee ... on behalf of
26 himself, herself, or others of any rights afforded him or her.

27 (b)(3) In addition to other remedies available, an employer who violates this
28 section is liable for a civil penalty not exceeding ten thousand dollars (\$10,000)
per employee for each violation of this section, to be awarded to the employee or
employees who suffered the violation.

59. As alleged above, SHERMAN engaged in acts protected by this public policy
including, but not limited to, complaining about being misclassified as an independent contractor,

1 objecting to the proposed settlement agreement, encouraging fellow POAA members to opt out
2 and/or seek legal counsel to review the settlement agreement and assert their rights.

3 61. SHERMAN's protected conduct described above was a substantial motivating
4 factor in PEPPERIDGE and DEFENDANT DOES' decision to terminate SHERMAN.

5 62. SHERMAN is informed and believes and thereon alleges that PEPPERIDGE and
6 DEFENDANT DOES knew or should have known that their retaliatory conduct was unlawful.
7 SHERMAN is further informed and believes and thereon alleges that PEPPERIDGE's and
8 DEFENDANT DOES conduct outlined above was intentional and deliberately retaliatory and
9 was engaged in out of animus for SHERMAN and for the purpose of injuring SHERMAN
10 because of his protected activity.

11 63. PEPPERIDGE's and DEFENDANT DOES conduct was a substantial factor in
12 causing SHERMAN's harm, namely that SHERMAN was forced to suffer, among other injuries,
13 lost wages and other compensation, benefits, physical and emotional distress including
14 nervousness, humiliation, depression, anguish, embarrassment, fright, shock, pain, discomfort and
15 anxiety, and other pecuniary loss, thus causing SHERMAN damages in an amount according to
16 proof at trial, in excess of the minimum for unlimited jurisdiction of this Court.

17 64. Pursuant to California Labor Code section 1021.5, SHERMAN is entitled to
18 reasonable attorney's fees and costs of suit.

19 65. Further, and because the wrongful acts were carried out by PEPPERIDGE's and
20 DEFENDANT DOES employees and managing agents, and encouraged or assisted by
21 PEPPERIDGE, PEPPERIDGE acted with oppressive, fraudulent, or malicious intent, and
22 exhibited a deliberate disregard for the rights and safety of SHERMAN in that they retaliated
23 against SHERMAN for his complaints about perceived violations of California law and the
24 California Labor Code. Accordingly, SHERMAN is entitled to punitive damages, pursuant to
25 California Civil Code section 3294, so as to punish PEPPERIDGE and DEFENDANT DOES and
26 deter it from similar conduct in the future.

FIFTH CAUSE OF ACTION

**Breach of Contract
[Against All Defendants]**

66. SHERMAN repeats and realleges each and every allegation contained in paragraphs 1 through 65, inclusive, and incorporates the same by reference as if fully set forth herein.

67. SHERMAN entered into a contract with PEPPERIDGE that gave PEPPERIDGE the right to sell SHERMAN's business Fun Stuff Foods, Inc.

68. Pursuant to the terms of the contract, should PEPPERIDGE force a sale of Fun Stuff Foods, Inc., they were contractually bound to give SHERMAN an amount of money based on previous sales for Fun Stuff Foods, Inc. as well as a specific multiplier.

69. PEPPERIDGE elected to force a sale of Fun Stuff Foods, Inc., but from this sale, PEPPERIDGE gave SHERMAN substantially less than the amount that PEPPERIDGE was contractually bound to give SHERMAN from the sale.

70. PEPPERIDGE's and DEFENDANT DOES breach of contract was a substantial factor in causing SHERMAN's harm.

71. As a direct, foreseeable and proximate result of PEPPERIDGE's and DEFENDANT DOES, and each of their behaviors, SHERMAN has suffered damages.

72. SHERMAN further requests reasonable attorney fees pursuant to the terms of the contract.

PRAYER FOR RELIEF

WHEREFORE, SHERMAN demands judgment against PEPPERIDGE and DEFENDANT DOES, and their agents and employees as follows:

1. Actual damages, including loss of past earnings, bonuses, deferred compensation, and other employment benefits in an amount according to proof at time of trial;

2. General and special damages, including, but not limited to, pain and suffering, emotional distress, loss of reputation and medical expenses, in an amount according to proof at time of trial;

3. Consequential and incidental damages and expenses, in an amount according to

1 proof at time of trial;

2 4. Pre-judgment and post-judgment interest, at the prevailing legal rate;

3 5. As to the First, Second, and Fourth Causes of Action, for punitive damages in an
4 amount appropriate to punish DEFENDANTS for their wrongful conduct and set an example for
5 others;

6 6. As to the First Cause of Action, for attorney's fees pursuant to Code of Civil
7 Procedure § 1021.5;

8 7. As to the Third and Fifth Cause of Action, for reasonable attorney fees pursuant
9 to the terms of the employment contract;

10 8. For costs of suit incurred herein; and

11 9. For such other and further relief as the Court may deem just, proper and equitable.
12

13 DATED: July 21, 2022

SESSIONS & KIMBALL LLP

14
15 By: 

16 LARRY HERRERA
17 Attorneys for plaintiff
18 TONY SHERMAN

19 **JURY TRIAL DEMAND**

20 Plaintiff TONY SHERMAN hereby makes a demand for her constitutional right to trial
21 by jury for all triable issues in the above-titled action.

22 DATED: July 21, 2022

SESSIONS & KIMBALL LLP

23
24 By: 

25 LARRY HERRERA
26 Attorneys for plaintiff
27 TONY SHERMAN
28

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 700 W. Civic Center DRIVE MAILING ADDRESS: 700 W. Civic Center Drive CITY AND ZIP CODE: Santa Ana 92701 BRANCH NAME: Central Justice Center PLAINTIFF: Tony Sherman DEFENDANT: Pepperidge Farm, Inc. Short Title: SHERMAN VS. PEPPERIDGE FARM, INC.	FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE Jul 21, 2022 Clerk of the Superior Court By: K. TRENT, Deputy
NOTICE OF HEARING CASE MANAGEMENT CONFERENCE	CASE NUMBER: 30-2022-01271192-CU-WT-CJC

Please take notice that a(n), Case Management Conference has been scheduled for hearing on 01/12/2023 at 09:00:00 AM in Department C13 of this court, located at Central Justice Center.

Plaintiff(s)/Petitioner(s) to provide notice to all defendant(s)/respondent(s). Parties who file pleadings that add new parties to the proceeding must provide notice of the Case Management Conference to the newly added parties.

IMPORTANT: Prior to your hearing date, please check the Court's website for the most current instructions regarding how to appear for your hearing and access services that are available to answer your questions.

Civil Matters - <https://www.occourts.org/media-relations/civil.html>

Probate/Mental Health - <https://www.occourts.org/media-relations/probate-mental-health.html>

Appellate Division - <https://www.occourts.org/media-relations/appeals-records.html>

IMPORTANTE: Antes de la fecha de su audiencia, visite el sitio web de la Corte para saber cuáles son las instrucciones más actuales para participar en la audiencia y tener acceso a los servicios disponibles para responder a sus preguntas.

Casos Civiles - <https://www.occourts.org/media-relations/civil.html>

Casos de Probate y Salud Mental - <https://www.occourts.org/media-relations/probate-mental-health.html>

División de apelaciones - <https://www.occourts.org/media-relations/appeals-records.html>

QUAN TRỌNG: Trước ngày phiên tòa của quý vị, vui lòng kiểm tra trang mạng của tòa án để biết những hướng dẫn mới nhất về cách ra hầu phiên tòa của quý vị và tiếp cận những dịch vụ hiện có để giải đáp những thắc mắc của quý vị.

Vấn Đề Dân Sự - <https://www.occourts.org/media-relations/civil.html>

Thủ Tục Di Chúc/Sức Khỏe Tinh Thần - <https://www.occourts.org/media-relations/probate-mental-health.html>

Ban phúc thẩm - <https://www.occourts.org/media-relations/appeals-records.html>

Clerk of the Court, By:  , Deputy

NOTICE OF HEARING

Page: 1

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE Central Justice Center 700 W. Civic Center DRIVE Santa Ana 92701	
SHORT TITLE: SHERMAN VS. PEPPERIDGE FARM, INC.	
CLERK'S CERTIFICATE OF SERVICE BY MAIL	CASE NUMBER: 30-2022-01271192-CU-WT-CJC

I certify that I am not a party to this cause. I certify that a true copy of the above Notice of Hearing has been placed for collection and mailing so as to cause it to be mailed in a sealed envelope with postage fully prepaid pursuant to standard court practices and addressed as indicated below. The certification occurred at Santa Ana, California, on 07/21/2022. Following standard court practice the mailing will occur at Sacramento, California on 07/22/2022.

Clerk of the Court, by: _____



, Deputy

SESSIONS & KIMBALL LLP
23456 MADERO # 170
MISSION VIEJO, CA 92691

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

MINUTE ORDER

DATE: 07/25/2022

TIME: 09:48:00 AM

DEPT: C13

JUDICIAL OFFICER PRESIDING: Melissa R. McCormick

CLERK: E. Yu

REPORTER/ERM:

BAILIFF/COURT ATTENDANT:

CASE NO: 30-2022-01271192-CU-WT-CJC CASE INIT.DATE: 07/21/2022

CASE TITLE: **Sherman vs. Pepperidge Farm, Inc.**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Wrongful Termination

EVENT ID/DOCUMENT ID: 73810287

EVENT TYPE: Chambers Work

APPEARANCES

There are no appearances by any party.

The Case Management Conference currently set on 01/12/2023 is ordered advanced to 11/03/2022 at 09:00 AM in C13.

Clerk to give notice to Plaintiff and Plaintiff to give notice to all other parties.

DATE: 07/25/2022

MINUTE ORDER

Page 1

DEPT: C13

Calendar No.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Central Justice Center
700 W. Civic Center Drive
Santa Ana, CA 92702

SHORT TITLE: Sherman vs. Pepperidge Farm, Inc.

**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC
SERVICE**

CASE NUMBER:

30-2022-01271192-CU-WT-CJC

I certify that I am not a party to this cause. I certify that a true copy of the above Minute Order dated 07/25/22 has been placed for collection and mailing so as to cause it to be mailed in a sealed envelope with postage fully prepaid pursuant to standard court practice and addressed as indicated below. This certification occurred at Santa Ana, California on 7/25/22. Following standard court practice the mailing will occur at Sacramento, California on 7/26/22.

SESSIONS & KIMBALL LLP
23456 MADERO 170
MISSION VIEJO, CA 92691

Clerk of the Court, by:

E. Jm

, Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

SUPERIOR COURT OF CALIFORNIA
ORANGE COUNTY
700 CIVIC CENTER DR. WEST
SANTA ANA, CA 92701



52.CRT30.638624.S1
SESSIONS & KIMBALL LLP
23456 MADERO 170
MISSION VIEJO, CA 92691

Electronically Filed by Superior Court of California, County of Orange, 07/21/2022 10:53:42 AM. CM-010
 30-2022-01271192-CU-WT-CJC-ROA # 3 SBN: 278315
 ATTORNEY OF PARTY WITH THIS ATTORNEY (Name, State Bar number and address)
 Larry Herrera
 Sessions & Kimball LLP
 23456 Madero, Suite 170, Mission Viejo, CA 92691
 TELEPHONE NO.: (949) 380-0900 FAX NO. (Optional): (949) 380-8283
 E-MAIL ADDRESS: leh@job-law.com
 ATTORNEY FOR (Name): Tony Sherman

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE
 STREET ADDRESS: 700 Civic Center Drive West
 MAILING ADDRESS: 700 Civic Center Drive West
 CITY AND ZIP CODE: Santa Ana, 92701
 BRANCH NAME: Central Justice Center

CASE NAME: Sherman v. Pepperidge Farm, Inc.

CIVIL CASE COVER SHEET
☒ **Unlimited** (Amount demanded exceeds \$25,000) ☐ **Limited** (Amount demanded is \$25,000 or less)

Complex Case Designation
☐ Counter ☐ Joinder
 Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: 30-2022-01271192-CU-WT-CJC
 JUDGE: Judge Melissa R. McCormick
 DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input checked="" type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): Five (5)
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: July 21, 2022

Larry Herrera

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

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INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability *(not asbestos or toxic/environmental)* (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not medical or legal)*
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract *(not unlawful detainer or wrongful eviction)*
Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally complex)* (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment *(non-domestic relations)*
Sister State Judgment
Administrative Agency Award *(not unpaid taxes)*
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint *(not specified above)* (42)
Declaratory Relief Only
Injunctive Relief Only *(non-harassment)*
Mechanics Lien
Other Commercial Complaint Case *(non-tort/non-complex)*
Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition